

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
STARR INDEMNITY & LIABILITY COMPANY, :  
: Plaintiff, : 14-CV-0463 (JMF)  
: :  
: -v- : ORDER  
: :  
AMERICAN CLAIMS MANAGEMENT, INC., et al., :  
: Defendants. :  
: :  
-----X

JESSE M. FURMAN, United States District Judge:

Attached to this order are the notes sent by the jury to the Court during deliberations (Court Exhibits 2-4), and the jury's verdict form (Court Exhibit 5).

Further, it is hereby ORDERED that, after conferring with Defendants, Plaintiff shall submit to the Orders and Judgments Clerk of the Court a proposed judgment consistent with the jury's verdict no later than **May 29, 2015**.

SO ORDERED.

Dated: May 26, 2015  
New York, New York

  
JESSE M. FURMAN  
United States District Judge

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: <u>05/26/2015</u>

**COURT EXHIBIT 2**

IS THERE A QUESTION #16?

#19 - just for not paying for  
supposed services rendered?

or are there other claims by ACM  
that STARR breached?

Court Exhibit 2  
5/22/15 at  
11:16a

**COURT EXHIBIT 3**

Can we have depositions of:

Matthew Strengman  
Jaeyn Miller  
Michelle Edwards

Gretchen  
5/22/15

11:55 AM

cont exhibit 3

**COURT EXHIBIT 4**

Judge Furman,

The Jury has reached  
a verdict.

5/26/15

235 pm

Guly Lauer

Court Exhibit 4

**COURT EXHIBIT 5**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

	X
STARR INDEMNITY & LIABILITY COMPANY,	:
	:
Plaintiff,	:
	:
	14-CV-0463 (JMF)
-v-	:
AMERICAN CLAIMS MANAGEMENT, INC., et al,	:
	:
Defendants.	:
	:
	X

**PLEASE CIRCLE YOUR ANSWERS**

*All Answers Must Be Agreed to by all Eight (8) out of Eight (8) Jurors*

**Starr's Claims**

1. Has Starr proved, by a preponderance of the evidence, that ACM is liable to Starr for breaching a contract between the parties?

YES

NO

[If you answered "Yes" to Question 1, then proceed to Question 2. If you answered "No" to Question 1, then proceed to Question 3.]

2. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of ACM's breach of contract?

YES

NO

If so, what amount of damages do you award?

\$ 1,625,431.

73

[Regardless of your answer to Question 2, proceed to Question 3.]

3. Has Starr proved, by a preponderance of the evidence, that ACM is liable to Starr for conversion?

YES

NO

[If you answered "Yes" to Question 3, then proceed to Question 4. If you answered "No" to Question 3, then proceed to Question 9.]

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Verdict Form

4. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of ACM's conversion?

YES

NO

If so, what amount of damages do you award?

\$ 1,625,431. <sup>73</sup>

What part of that amount, if any, is included in the amount you determined in answering Question 2?

\$ 1,625,431. <sup>73</sup>

[*Regardless of your answer to Question 4, proceed to Question 5.*]

5. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of ACM's conversion?

YES

NO

If so, what amount of damages do you award?

\$ 1,000,000

[*Regardless of your answer to Question 5, proceed to Question 6.*]

6. Has Starr proved, by a preponderance of the evidence, that either of the following defendants is liable to Starr for aiding and abetting a conversion?

a. SRS

YES

NO

b. Marquee

YES

NO

[*If you answered "Yes" to Question 6, then proceed to Question 7. If you answered "No" to Question 6, then proceed to Question 9.*]

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7. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of either of the following defendants' aiding and abetting a conversion?

a. SRS

YES

NO

If so, what amount of damages do you award?

\$ 541,719.25

What part of that amount, if any, is included in the amount you determined in answering Question 2 or Question 4?

\$ 541,719.25

b. Marquee

YES

NO

If so, what amount of damages do you award?

\$ 1,083,712.48

What part of that amount, if any, is included in the amount you determined in answering Question 2 or Question 4?

\$ 1,083,712.48

*[Regardless of your answer to Question 7, proceed to Question 8.]*

8. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of either of the following defendants' aiding and abetting a conversion?

a. SRS

YES

NO

If so, what amount of damages do you award?

\$ 75,000

b. Marquee

YES

NO

If so, what amount of damages do you award?

\$ 300,000

*[Regardless of your answer to Question 8, proceed to Question 9.]*

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9. Has Starr proved, by a preponderance of the evidence, that ACM is liable to Starr for breaching a fiduciary duty?

YES

NO

[If you answered "Yes" to Question 9, then proceed to Question 10. If you answered "No" to Question 9, then proceed to Question 15.]

10. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of ACM's breach of fiduciary duty?

YES

NO

If so, what amount of damages do you award?

\$ 1,625,431. <sup>73</sup>

What part of that amount, if any, is included in the amount you determined in answering Question 2, Question 4, or Question 7?

\$ 1,625,431. <sup>73</sup>

[Regardless of your answer to Question 10, proceed to Question 11.]

11. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of ACM's breach of fiduciary duty?

YES

NO

If so, what amount of damages do you award?

\$ 1,000,000

[Regardless of your answer to Question 11, proceed to Question 12.]

12. Has Starr proved, by a preponderance of the evidence, that either of the following defendants is liable to Starr for aiding and abetting a breach of fiduciary duty?

a. SRS

YES

NO

b. Marquee

YES

NO

[If you answered "Yes" to Question 12, then proceed to Question 13. If you answered "No" to Question 12, then proceed to Question 15.]

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13. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of either of the following defendants' aiding and abetting a breach of fiduciary duty?

a. SRS

YES

NO

If so, what amount of damages do you award?

\$ 541,719. 25

What part of that amount, if any, is included in the amount you determined in answering Question 2, Question 4, Question 7, or Question 10?

\$ 541,719. 25

b. Marquee

YES

NO

If so, what amount of damages do you award?

\$ 1,083.712. 48

What part of that amount, if any, is included in the amount you determined in answering Question 2, Question 4, Question 7, or Question 10?

\$ 1,083.712. 48

*[Regardless of your answer to Question 13, proceed to Question 14.]*

14. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of either of the following defendants' aiding and abetting a breach of fiduciary duty?

a. SRS

YES

NO

If so, what amount of damages do you award?

\$ 75,000

b. Marquee

YES

NO

If so, what amount of damages do you award?

\$ 300,000

*[Regardless of your answer to Question 14, proceed to Question 15.]*

YES

NO

If so, what amount of damages do you award?

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After completing the form, each juror who agrees with this verdict must sign below:

Judy Tieu Elaine Block

Jesenia Rivera angie c. mendoza

Oslyn Johnson Marge Wier

Colleen Chies gr. 02

Date and Time:

5-26-15 2:50 pm